


**AIA<sup>®</sup> Document G606<sup>™</sup> – 2000**
**Amendment to the Professional Services Agreement**

Amendment Number: C

**TO:**  
(Owner's Representative)

In accordance with the Agreement dated: October 23, 2003

**BETWEEN** the Owner:  
City of Rapid City  
300 6th Street  
Rapid City, SD 57701

and the Architect:  
TSP, Inc.  
600 Kansas City Street  
Rapid City, SD 57701

for the Project:  
(Name and address)  
Mt View Road Utility Improvements Waterline Improvements  
Mountain View Road  
Rapid City, South Dakota

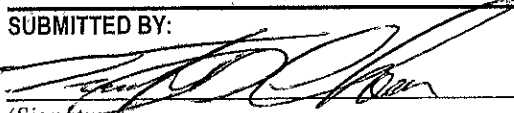

Authorization is requested  
(X) to proceed with Additional Services or a Change in Services.  
( ) to incur Additional Reimbursable Expenses.

As Follows:  
See attached letter dated September 21, 2005

The following adjustments shall be made to compensation and time.  
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:  
Forty Four Thousand Eight Hundred Dollars (\$44,800.00)

Time:  
See attached letter dated September 21, 2005

<b>SUBMITTED BY:</b>	<b>AGREED TO:</b>
	
(Signature)	(Signature)
Timothy D. Cheever, Principal	
(Printed name and title)	(Printed name and title)
9/21/05	
(Date)	(Date)



To Solve. To Excel. Together.

600 Kansas City St  
Rapid City, SD  
57701-2712

phone (605) 343-6102  
fax (605) 343-7159

www.tearntsp.com

---

Architecture  
Engineering  
Construction

September 21, 2005

Mr. Klare Schroeder  
Engineering Division  
City of Rapid City  
300 Sixth Street  
Rapid City, SD  
57701-2724

RE: Mountain View Road Utility Improvements  
Amendment C  
TSP #030201.P

Dear Mr. Schroeder:

Enclosed is the **Amendment C** fee proposal which will add Construction Administration to the Mt. View Utility Improvement project. Our Amendment C services will consist of the following tasks:

*Construction Administration*

This task includes the pre-construction meeting, daily construction observation, monthly pay quantities, observation and testing of soils, change orders, coordination with soils engineering sub-consultant, check shop drawings, final inspection and weekly and miscellaneous coordination meetings.

For the services described, TSP will increase the contract by an **Amendment C** amount of **\$44,800**. The maximum hourly not to exceed contract amount including Amendment B will be increased to **\$96,685**, including expenses and subconsultants. The total cost will not be exceeded unless there is a change in the scope of work that is mutually agreed upon by both parties.

Appropriate taxes are not included and will be billed in addition to the fee identified above.

*Schedule*

Schedule of this task will run concurrent with the construction of the utilities in Mt. View Road.

If the following proposal meets your satisfaction, please sign the Amendment to the Professional Services Agreement and return a copy for our records.

Very truly yours,  
TSP Three, Inc.

Robert Morcom, P.E.  
Principal

Attachments

Marshalltown, IA  
Minneapolis, MN  
Rochester, MN  
Omaha, NE  
Rapid City, SD  
Sioux Falls, SD  
Sheridan, WY



DATE:9/21/2005  
 RE: Mt. View Water System / Sanitary Sewer Improvements

**MANHOOR / FEE PROPOSAL**  
**Amendment C - CA/CO**

PREPARED BY: TSP THREE, INC.  
 TSP NO #030201.P

PREPARED FOR: City of Rapid City Engineering Division

DESCRIPTION	TSP				
	PM/PE1 \$130.00	PE2 \$90.00	EIT \$55.00	CADD \$50.00	Clerical \$35.00
<b>A. Construction Administration- Assume 6 month construction period</b>					
Pre-Construction Meeting	2	2			
Weekly Meetings	6	24			
Daily CO - Est. 2 days/ wk x 8 hrs./day x 6 months	8	192		192	
Monthly Pay Quantities - 2 hrs / month		12			
Change Orders	4	16			
Coordination of quality control testing by AET		12			
Shop Drawings	4	8		16	
Final Inspection	4	8			
Misc. Coordination Meetings- 2 hrs. / month	8	12			
Submittal Review					
	36	286	0	208	0
<b>Subtotal</b>	\$4,680.00	\$25,740.00	\$0.00	\$10,400.00	\$0 00

**TOTAL FEE - TSP**

<b>A. Construction Administration</b>	\$40,820.00
	<b>\$40,820.00</b>

TSP EXPENSES	Amount	Rate	Total
Printing(LS)	1	\$30.00	\$30.00
Plotting(LS)	1	\$30.00	\$30.00
Copies(LS)	1	\$50.00	\$50.00
Photography(LS)	1	\$10.00	\$10.00
			\$120.00

**LABOR AND EXPENSE SUMMARY**

TSP	\$40,820.00
TSP Expenses	\$120.00
American Engineering Testing, Inc (see attachment)	\$3,860.00
<b>Total</b>	<b>\$44,800.00</b>



AMERICAN  
ENGINEERING  
TESTING, INC

CONSULTANTS  
• GEOTECHNICAL  
• MATERIALS  
• ENVIRONMENTAL

September 20, 2005

Mr. Todd Schultz  
TSP  
600 Kansas City Street  
Rapid City, SD 57701

Subject: Cost Proposal - Observation & Testing Services  
Mountain View Road utility Project  
Rapid City, South Dakota  
RC Proj. # W00-946

Dear Todd:

### INTRODUCTION

American Engineering Testing Inc. (AET) is pleased to provide this proposal for the construction observation and testing services for the proposed Mountain View Road Utility Project in Rapid City. We understand this project will go under construction in the spring of 2006 and will likely be done in segments over a 6 month period.

### SCOPE OF WORK

Based on the information provide we understand the project will consist of the reconstruction of 3529 feet of new water line and 804 feet of new sewer line. Trench depths will be on the order of 10-12 feet.

AET will provide a field technician on an as-needed basis to provide the field testing of the soils, for trench backfill, street subgrade and base course. AET will also provide a Geotechnical Engineer, on an as needed basis, to observe and approve the soil/subgrade excavations. .

### FEES

The following provides an estimate of the services and fees as we understand the project at this time. We have assumed one density test will be required for each 200 lineal feet of trench and for each 2 feet on backfill for the trench backfill. We have also assumed one test for approximately each 100 feet of street subgrade and base course. Our services are provided in support of the project contractors ability to staff and construct the project in a timely manner. The following is based on our past experience on projects of similar size. Actual time required to complete the project may differ from the following estimate.

Mt View Road Utility Project  
Rapid City, South Dakota

**A. Observation & Testing of Soils(trench backfill, subgrades & Base course)**

Engineering Technician	60 hrs @ \$46.00/hr	.....	\$2760.00
Soils Engineer	2 hrs @ \$80.00/hr	.....	\$160.00
Mileage	400 mi @ \$0.60/mi	.....	\$200.00

**Subtotal ..... \$3160.00**

**B. Reporting/Project Management**

Project Engineer	4 hrs @ \$80.00/hr	.....	\$320.00
Clerical/Word Processing	10hrs @ \$38.00/hr	.....	\$380.00

**Subtotal ..... \$700.00**

**Total Estimate ..... \$3860.00**

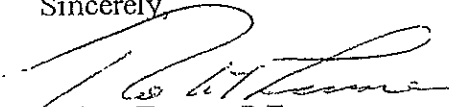
**ACCEPTANCE**

Please indicate your acceptance of this proposal by signing below. Please return one copy of the proposal to our office for our files.

**CLOSING**

Thank you for the opportunity to provide this proposal for the construction observation and testing services for this project. If you have any questions please call our office at (605) 388-0029.

Sincerely,



Robert Temme P.E.  
South Dakota Operations Manager

**ACCEPTANCE:**

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

**SECTION 1 - RESPONSIBILITIES**

**1.1** - The party to whom the proposal/contract is addressed is considered the Client of American Engineering Testing, Inc (AET). The terms and conditions stated are binding, upon acceptance, on the Client, its successors, assignees, joint ventures and third-party beneficiaries. Oral proposal acceptance or authorizing purchase orders from the Client are considered formal acceptance of AET's terms and conditions.

**1.2** - Prior to AET performing work, Client will provide AET with all information that may affect the cost, progress, safety and performance of the work. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET's work. If new information becomes available during AET's work, Client will provide such information to AET in a timely manner. Failure of client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

**1.3** - Work by AET will not relieve other persons of their responsibility to perform work according to the contract documents or specifications, and AET will not be held responsible for work or omissions by Client and other persons. AET does not perform construction management, general contracting or surveying services and our presence on site does not constitute any assumption of those responsibilities. AET will not be responsible for directing or supervising the work of others, unless specifically authorized and agreed to in writing.

**1.4** - Work by AET often includes sampling at specific locations. Inherent with such sampling is variation of conditions between sampling locations. Client recognizes this uncertainty and the associated risk, and acknowledges that opinions developed by AET, based on the samples, are qualified to that extent.

**1.5** - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

**1.6** - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

**SECTION 2 - SITE ACCESS AND RESTORATION**

**2.1** - Client will furnish AET safe and legal site access.

**2.2** - It is understood by Client that in the normal course of the work, some damage to the site or materials may occur. AET will take reasonable precautions to minimize such damage. Restoration of the site is the responsibility of the Client.

**SECTION 3 - SAFETY**

**3.1** - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the work site. If, during the course of AET's work, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate services. Client shall be responsible for payment of such additional protection costs.

**3.2** - AET shall only be responsible for safety of AET employees at the work site. The Client or other persons shall be responsible for the safety of all other persons at the site.

**SECTION 4 - SAMPLES**

**4.1** - Client is responsible for informing AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by, or submitted to, AET remain the property of the Client during and after the work. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

**4.2** - Non-hazardous samples will be held for 30 days and then discarded unless, within 30 days' of the report date, the Client provides a written request that AET store or ship the samples, at the Client's expense.

**SECTION 5 - PROJECT RECORDS**

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a period of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

**SECTION 6 - STANDARD OF CARE**

AET will perform services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints. No other warranty is implied or intended.

**SECTION 7 - INSURANCE**

AET carries Worker's Compensation, Comprehensive General Liability, Automobile Liability and Professional Liability insurance. AET will furnish certificates of insurance to Client upon request.

SECTION 8 - DELAYS

If AET work delays are caused by Client, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 9 - PAYMENT, INTEREST AND BREACH

9.1 - Invoices are due on receipt. Client will inform AET of invoice questions or disagreements within 15 days of invoice date; unless so informed, invoices are deemed correct.

9.2 - Client agrees to pay interest on unpaid invoice balances at a rate of 1.5% per month, or the maximum allowed by law, whichever is less, beginning 30 days after invoice date. *RNT 9-28-05*

9.3 - If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, AET may, at its sole option, terminate all duties to the Client or other persons, without liability.

9.4 - Client will pay all AET collection expenses and attorney fees relating to past due fees which the Client owes under this agreement.

~~SECTION 10 - MEDIATION~~

~~10.1 - Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.~~

~~10.2 - Unless Client and AET mutually agree otherwise, mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equitably. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.~~ *RNT 9-28-05*

SECTION 11 - LITIGATION REIMBURSEMENT

~~Payment of AET costs for Client lawsuits against AET which are dismissed or are judged substantially in AET's favor will be the Client's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.~~ *RNT 9-28-05*

SECTION 12 - MUTUAL INDEMNIFICATION

12.1 - AET agrees to hold harmless and indemnify Client from and against liability arising out of AET's negligent performance of the work, subject to Section 13 and any other limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

12.2 - Client agrees to hold harmless and indemnify AET from and against liability arising out of Client's negligent conduct, subject to any limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

12.3 - If Client has indemnity agreement with other persons, the Client shall include AET as a beneficiary.

SECTION 13 - LIMITATION OF LIABILITY

Client agrees to limit AET's liability to Client arising from negligent acts, errors or omissions, such that the total liability of AET shall not exceed \$10,000 or shall not exceed the project fees, whichever is greater.

*the total amount of AET's insurance coverage. RNT 9-28-05*

SECTION 14 - TERMINATION

After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay for all work performed, including demobilization and reporting costs to complete the file.

SECTION 15 - SEVERABILITY

Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 16 - GOVERNING LAW

This Agreement shall be construed, and the rights of the parties shall be determined, in accordance with the Laws of the State of ~~Minnesota~~ *South Dakota* *RNT 9-28-05*

SECTION 17 - ENTIRE AGREEMENT

This agreement, including attached appendices, is the entire agreement between AET and Client. This agreement nullifies any previous written or oral agreements, including purchase/work orders. Any modifications to this agreement must be in writing.